

## Camachee Island Owners Association (C.I.O.A.) Index

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## CAMACHEE ISLAND LEGAL STRUCTURE

### PRINCIPAL DOCUMENTS

#### I. CAMACHEE ISLAND DECLARATION OF COVENANTS [RESTATED 1997]

This is the basic structure for the entire residential area, except Lands End. It gives title to the Property to an Association [the "master " Assoc or CIOA } and gives it financial , appearance, and general conduct responsibility overall.

#### II. USE AND MAINTENANCE AGREEMENT

This contains the provisions dealing with the intertwined relation between the Marina and the Residential area, and the sharing of costs and responsibilities on Commonly used areas such as roads, harbor walk, etc. It is a sharing among Equals, and basically dependent on the fairness and good will of both parties, to update and adjust as circumstances change ie- number of boats and/or homes

#### III AREA SEGMENT DOCUMENTS

##### A. CAMACHEE ISLAND I CONDOMINIUM

Documents governing the first group of condominium units, ie-the Midrise and the first three lowrise buildings. These documents control all matters basically confined to the interior of units and the immediate exteriors, including finance and conduct. Where any differences exist with Master Association documents the Master Association Documents by their stated terms prevail.

##### B. HARBOR POINTE CONDOMINIUM

Documents covering the second group of condominium units, ie- the two easternmost buildings, built after the first group. They cover , for their area, exactly what the CAMACHEE ISLAND 1 documents cover and have the same relation to the Master Association.

##### C. HARBOR LOTS

There is a Declaration of Covenants for the harbor lots but it is different from the condominium set-up in that there is no separate Association. The only document specifically covering the homes deals basically with Architectural requirements and exterior maintenance of the homes. This document states that these lots and homes are otherwise subject to the provisions of the CAMACHEE ISLAND DECLARATION OF COVENANTS, and are thus part of the overall community

##### D . LANDS END

These properties have a separate Association and are a part of the CAMACHEE ISLAND residential area only by specific provisions in their own Documents, which obligate them to share in certain common areas and functions, such as the entrance road and landscaping, security, and the Like.

CAMACHEE ISLAND OWNERS ASSOCIATION, INC.

RESTATED

ARTICLES OF INCORPORATION

AS AMENDED MARCH 26, 1996

96 AUG 30 PM 4: 23  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of this corporation shall be CAMACHEE ISLAND OWNERS ASSOCIATION, INC. (the "ASSOCIATION").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

(a) To promote the health, safety and social welfare of the owners of property within that area described in Article IV hereof, which area will be hereinafter referred to as the "Property".

(b) To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, street, and other common areas, structures, and other improvements for the benefit of owners of the Property for which the obligation to maintain and repair has been delegated and accepted and to cooperate with other homeowner associations or property owners responsible for administration of adjacent or contiguous properties in matters of common interest to the association and other homeowner associations and to contribute to such common maintenance interest whether within or without the Property and to maintain Common Areas as defined in the Declaration of Covenants of Camachee Island recorded or to be recorded in the public records of St. Johns County, Florida (the "Declaration").

(c) To maintain the marsh areas within the Property, other than those located within a particular condominium or subdivision area maintained by a separate homeowners association and/or serving the property for which the obligation to maintain has been delegated and accepted.

(d) To provide for private security, fire protection, and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto as to the Property.

(e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

- (f) To operate without profit for the sole and exclusive benefit of its Members.

### ARTICLE III

#### GENERAL POWERS

The general powers that the Association shall have are as follows:

- (a) To hold funds solely and exclusively for the benefit of the Members for the purpose set forth in these Articles of Incorporation.
- (b) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) To delegate power or powers where such is deemed in the interest of the Association.
- (d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
- (e) To fix assessments to be levied against the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with condominium associations or other property owners associations for the collection of such assessments.
- (f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.
- (g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- (h) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for the monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- (i) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

## ARTICLE IV

### MEMBERS

The members shall consist of owners of residential units or lots designated as CAMACHEE ISLAND I CONDOMINIUM ASSOCIATION, HARBOUR POINTE ASSOCIATION, and HARBOR LOTS, including ISLAND HOME SITES, 18, 19 and 20.

Each member shall be entitled to one vote for each residential lot or dwelling unit owned by the member and for which the member pays his full share of assessments as determined by the Board of Directors.

The Association shall obtain funds with which to operate by assessment of its members and additional contributions in accordance with any agreements with other Associations.

## ARTICLE V

### BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a Board of Directors consisting of no less than three (3) nor more than five (5) Directors, and who shall have the powers and duties as set forth in the Bylaws of the Association. The directors shall be elected by a majority vote of the members of the association.

## ARTICLE VI

### OFFICERS

The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer. Officers shall be elected in accordance with the procedure set forth in the Bylaws.

## ARTICLE VII

### CORPORATE EXISTENCE

The Association shall have perpetual existence.

## ARTICLE VIII

### BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended in the manner as provided for in such Bylaws.

## ARTICLE IX

### AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by a 51% majority vote of the total voting membership of the Association at a regular meeting of the Association, or a special meeting duly called for such purpose.

No amendment to these Articles shall be valid unless the proposed amendment shall have been submitted in writing, along with the reason for such change, to the membership no less than 25 days prior to the date of the meeting at which the amendment will be submitted for a vote.

## ARTICLE X

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgement in its favor, brought to impose a liability or penalty on such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgements, fines, amounts paid in settlement and reasonable expenses, including attorneys fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) (a) By or in the right of the Association to procure a judgement in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all

circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

## ARTICLE XI

### DIRECTOR CONFLICTS OF INTEREST

#### 6.17.0832 FLORIDA STATUTE

(1) No contract or other transaction between a corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies the contract or transaction, or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interest directors;

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the board, a committee, or the members.

(2) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

## ARTICLE XII

### DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by or on behalf of the Developer and Class B Member (or its predecessor in interest) shall be returned to the Class B Member or the contributor (whether or not the Developer or Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Fla. Stat. Ann. 617.05 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

## ARTICLE XIII

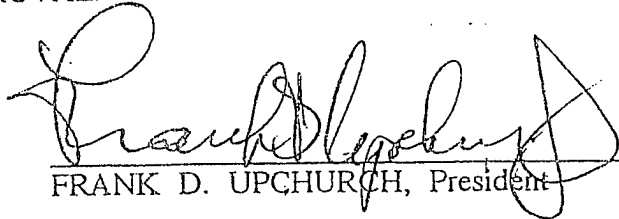
### MERGERS AND CONSOLIDATION

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the total votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

The foregoing were adopted as the Articles of Incorporation of Camachee Island Owners' Association, a corporation not for profit under the laws of the State of Florida, on March 26, 1996, and supercede and replace all previously dated Articles of Incorporation or amendments to the Articles of Incorporation.

THE FOREGOING ARTICLES OF INCORPORATION ARE HEREBY RESTATED AS PROVIDED IN SECTION 617.1007 FLORIDA STATUTES 1995.

THIS RESTATEMENT CONTAINS AND INCLUDES AMENDMENT OF ARTICLES OF INCORPORATION NUMBERED: IV; V; VI; VII; IX; X; XI; XII; XIII; AND XIV. THESE AMENDMENTS AND THIS RESTATEMENT WERE APPROVED BY THE BOARD OF DIRECTORS AND THE MEMBERS AT A MEMBERSHIP MEETING DULY AND REGULARLY CALLED HELD ON MARCH 26, 1996. THE NUMBER OF VOTES CAST FOR THE AMENDMENTS WAS SUFFICIENT FOR APPROVAL.

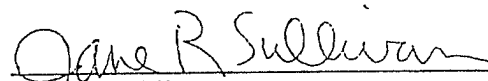
  
FRANK D. UPCHURCH, President

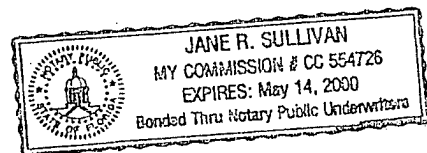
ATTEST:

  
ELIZABETH C. AMIG, Secretary

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 26<sup>th</sup> day of August, 1996 by Frank D. Upchurch, Jr., as President of Camachie Island Owners Association, Inc., who is () personally known to me or () has produced FL Driver's License # \_\_\_\_\_ as identification.

  
Notary Public





FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

September 4, 1996

FRANK D. UPCHURCH, JR.  
P.O. DRAWER 3007  
ST. AUGUSTINE, FL 32085-3007

Re: Document Number 763849

The Restated Articles of Incorporation for CAMACHEE ISLAND OWNERS ASSOCIATION, INC., a Florida corporation, were filed on August 30, 1996.

The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Linda Stitt  
Corporate Specialist  
Division of Corporations

Letter Number: 296A00041284

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Restated Articles of Incorporation, filed on August 30, 1996, for CAMACHEE ISLAND OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 763849.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourth day of September, 1996



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

**DECLARATION OF COVENANTS**

OR 1390PG1303

**FOR  
CAMACHEE ISLAND**

THIS DECLARATION is made this 24 day of September, A.D., 1982 by Camachee Island Villas Partnership, a Florida partnership, which declares that the real property described in Exhibit A, hereinafter called the "Property" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**AMENDED AND RESTATED MARCH 18, 1997  
Incorporating Supplemental Declarations of Covenants dated  
October 14, 1986 as recorded ORB 721 pages 354-357  
September 14, 1988 as recorded ORB 796 pages 624-632, and  
January 4, 1990 as recorded ORB 843 pages 701-702.  
Incorporating Exhibits  
A dated 24 Sept 1982 recorded off. rec. 559 Page 418  
D dated 24 Sept 1982 recorded off. rec. 559 Pages 435, 436  
E dated 24 Sept 1982 recorded off. rec. 559 Page 437**

**ARTICLE I**

**DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to Camachee Island Owners Association Inc., a Florida corporation not for profit, whose Charter as restated and amended March 26, 1996 as filed with the Secretary of State, Tallahassee, Fl. August 30, 1996 and By-Laws as amended March 26, 1996 recorded in Public Records St. Johns County, Fl. OR 1169 PG 1121 et. sec. and as the same may be subsequently restated or amended (formerly referred to as Exhibits B and C). This is the Declaration of Covenants for Camachee Island to which the Articles of Incorporation and By-Laws of the Association make reference.
- 
- (b) "Camachee Island" shall mean and refer to that portion of the real property described in Planned Unit Development Ordinance issued by St. Johns County as the same may be amended from time to time, which constitutes the Property subject to this Declaration and/or other property which may be administered by the Association, from time to time.
- (c) "Common Area" or "Common Property" shall mean and refer to all real property owned or leased by the Association or easements conveyed to the Association for the common use and enjoyment of the Members, including but not limited to those granted under the provisions of the Use & Maintenance Agreement, as more particularly described on Exhibit D referred to above.
- (d) "Declaration" shall mean and refer to this Declaration of Covenants for Camachee Island, as recorded in the public records of St. Johns County as the same may be amended from time to time.
- (e) "Developer" shall mean and refer to Camachee Island Villas Partnership, its successors or assigns.
- (f) "Master Plan" shall mean and refer to the conceptual plan for the future development of Camachee Island as approved by Planned Unit Development Ordinance as adopted by St. Johns County, Florida, which land is described on Exhibit E referred to above as the same may be modified from time to time. All references to the Master Plan

shall be references to the latest revisions thereof.

- (g) "Members" shall mean and refer to the Members of the Association.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any part of the Property subject to this Declaration, including contract sellers (but not contract purchasers).
- (i) "Property" or "Properties" shall mean and refer to that certain real property as described in Exhibit A attached and such additions thereto as may be made in accordance with the provision of this Declaration.
- (j) "Residential Dwelling Unit" shall mean and refer to any improved portion of the Property intended for use as a single family or multi-family residential dwelling, including without limitation, any single family detached dwelling, garden home or patio dwelling, condominium unit, or townhouse unit, title to which is vested in a Member of the Association. Improvements shall constitute a Residential Dwelling Unit at such time as construction of the improvements is sufficiently completed to be certified for occupancy by the applicable governmental authorities of St. Johns County, Florida or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications. Residential Dwelling Units shall specifically exclude any hotel or motel dwellings.
- (k) "Use & Maintenance Agreement" shall mean and refer to the Declaration of Easements, Use and Maintenance Agreement dated September 24, 1982 as recorded in Official Records Book 559 Page 388 of the public records of St. Johns County, Florida and subsequent amendments if any.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida and is legally described on Exhibit A, referred to heretofore, all of which real property shall hereinafter be referred to as the "Property".

Section 2. Additions or Withdrawal of Property. Additional lands may become subject to this Declaration, or lands may be withdrawn from and relieved of covenants, restrictions, easements, charges and liens of this Declaration in the following manner:

(a) Additions. The members of the Association may annex additional lands to the Property upon the affirmative vote of two-thirds (2/3) of the total voting power of the Association at a regular meeting of the Association or at a special meeting duly called for such purposes and upon obtaining any county or governmental approvals as may be required by law.

(b) Supplementary Declaration. The addition of property to or withdrawal of property from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration of covenants with respect to the property to be added or withdrawn. In addition, such supplementary declaration may

contain such additions to or modifications of the provisions of this Declaration, including modifications in the basis of assessment or amounts thereof, which may be applicable to the additional property and as may be necessary or desirable to reflect the different character, if any, of the additional property that is subject to the supplementary declaration. Such supplementary declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.

(c) Additional Declarations. The Property is also subject to the terms and provisions of the Use & Maintenance Agreement which provides for sharing of costs and expenses associated with properties shared in common between residential and commercial property owners within Camachee Island.

(d) Mergers Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Title to Common Area. The Developer will convey or cause to be conveyed, prior to the conveyance of the first Residential Dwelling Unit to a Class A Member, the title to and/or easements over and upon roads and other Common Areas which are designated by Developer for the use or benefit of Owners of the Property in accordance with the Master Plan, subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, perpetual non-exclusive easements for ingress to and egress from all property constituting part of the Master Plan, for Developer and its invitees, licensees, successors and assigns, the Use & Maintenance Agreement and such other non-exclusive use rights as may be granted prior to such conveyance or reserved by Developer to be conveyed to future Members of the Association. Any roads and other areas which are for the primary use and benefit of only the Owners of a particular area of the Property may, at the discretion of the Developer, be conveyed to a property owner's association for such area.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Property of such Owner, subject to the following:

(a) the right of the Association (in accordance with its Articles and Bylaws) to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) all provisions of this Declaration, any plat of all or any part of the Property restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting, and the Articles and Bylaws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements and other matters referenced in Section 1 of this Article III, Article VIII and Article IX hereof.

(g) all provisions of the Use & Maintenance Agreement.

Section 3. Damage or Destruction of Common Areas by Owner. In the event any of the Common Area facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become part of the annual assessment (as hereinafter defined) payable by the responsible Owner.

## ARTICLE IV

### MAINTENANCE ASSOCIATION

Section 1. Camachee Island Owners Association, Inc. The Developer has caused to be incorporated pursuant to Chapter 617, Florida Statutes, a corporation not for profit known as Camachee Island Owners Association, Inc., in accordance with its Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association authorize, in its discretion, its dissolution in the event of annexation of the property administered by such Association by a municipality, and provide for, among other things, membership and voting rights in the Association.

## ARTICLE V

### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Residential Dwelling Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association:

(1) any annual assessments or charges, (2) any special assessments for capital

improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest lawful rate and costs of collection thereof including attorneys fees, shall be a charge on the land and shall be a continuing lien upon that portion of the Property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of residents of the Property, including, but not limited to, those costs and expenses shared under the terms of the Use & Maintenance Agreement, the cost of road and lake maintenance, sewer plant operation and maintenance, street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Annual Assessment.

(a) The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the majority of the Board of Directors of the Association shall be dispositive.

Section 4. Rate of Assessments.

(a) The Owner of any assessable property which becomes subject to assessment during an assessment period, shall pay the amount attributable to such property for the prorated portion of the year remaining subsequent to such creation of assessment category.

(b) In the event of a merger or consolidation of any other associations with the Association, such additional property administered by the surviving association and subject to differing covenants and restrictions may pay an assessment calculated on a different basis than the assessments provided for in this Declaration or may pay an assessment amount greater to or lesser than that levied against similar Property as described herein. A change in basis or rate of the annual assessments against the property subject to this Declaration may be effectuated if approved by a vote of seventy-five (75%) percent of the votes of membership of the Association at a duly called meeting of the Association and by the approval of seventy-five (75%) percent of the votes cast at said meeting by the Members and Owners disproportionately affected by such change in basis.

Section 5. Date of Commencement of Annual Assessments: Dues Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any property owner's association in any area of the Property and/or with any condominium association which administers the affairs of a condominium located within the Property in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate. The Association shall upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Section 3 hereof, the Board may levy special assessments for the following purposes:

- (a) construction or reconstruction, repair or replacement of capital improvements upon the Common Areas including the necessary fixtures, landscaping and personal property related thereto;
- (b) for additions to the Common Areas;
- (c) to provide for the necessary services and the facilities and equipment to offer the services authorized herein;
- (d) to repay any loan made to the Association to enable it to perform the duties and functions authorized herein whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the consent of a majority of the votes of Members entitled to use of the Common Area or services affected if less than all, who are voting in person or by proxy at a meeting duly called for this purpose; provided however, a special assessment levied for the purpose of emergency repairs required as a result of storm, fire and natural disaster or other casualty loss or major rehabilitation or repair or levied in accordance with the provisions of the Use & Maintenance Agreement shall be levied at the discretion of a majority of the Board of Directors. The proposition of each special assessment to be paid by the Owners of each category of Property affected shall be in proportion to the regular annual assessments made for the year during which such special assessments are made.

Section 8. Effect of Non-Payment of Assessment: The Lien; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may bring an action to foreclose the lien, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Residential Dwelling Unit) now or hereafter placed upon the portion of the Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) any property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof; and (c) all Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 11. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the property or Members of the Association or any surviving or consolidated association pursuant to a merger or consolidation of the Association with another association nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration and the judgment of the Board as to the expenditure of said funds shall be final.

## ARTICLE VI

### SPECIAL SERVICES AND ADDITIONAL ASSESSMENTS

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure or any Residential Dwelling Unit needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, provided, however, that to the extent such maintenance is required to be performed and is actually performed by a property owners association for the area in which any such Property is located, such maintenance shall not be duplicated by the Association.

Section 2. Maintenance Duties of Other Property Owners Associations. If for any reason any condominium, subdivision association or other property owners association responsible for administration of condominium properties, subdivision

properties or other portions of the Property, fails to perform the obligations imposed upon it under the terms and provisions of the applicable articles of incorporation, bylaws or recorded covenants and restrictions, including but not limited to the collection of assessments necessary to maintain, and maintenance of, the applicable property in the first class and attractive manner consistent in all respects with good property management, this Association shall be, and is hereby authorized to act for and on behalf of such association in such respect that the association has refused or failed to act, whether against all property maintained by such association or any portion or unit thereof. Any expenses thereby incurred by the Association shall be reimbursed by the non-performing association.

Section 3. Assessment of Cost. The cost of maintenance performed by the Association in Sections 1 and 2 above shall be assessed against the property upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 4. Access at Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 5. Sewer Assessment. The costs and expenses of providing the private sewage treatment and collection facilities to certain Units within the Property may be assessed against the Residential Units to which such service is supplied by the Association in (i) the basis of a fraction the numerator of which is one (1) and the denominator of which is the total number of Residential Units serviced by the private system from time to time, or (ii) on the basis of actual Unit water usage if so charged to the Association. During the initial development period of Camachee Island, the sewage assessment charged against Residential Units serviced may be less than the permissible assessment; however, this shall not prohibit charging the maximum assessment at any time. This assessment shall not be considered part of the annual maintenance assessment or charge but shall be a special assessment and a lien against the Residential Unit and the personal obligation of the Owner(s) and shall be due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Roadways. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Property, holders of mortgage liens on the Property and such other persons as the Association may from time to time designate, shall be granted a non-exclusive and perpetual right of ingress and egress over and across certain roadways constructed within and serving the property with access to publicly dedicated rights of way as designated in the Use & Maintenance Agreement. The Association reserves and shall have the unrestricted and absolute right to

deny ingress to any person who, in the opinion of the Association may create or participate in a disturbance or nuisance on any part of the property.

The Association shall have the right to adopt reasonable rules and regulations pertaining to use of the roadways and the right but no obligation, from time to time, to control and regulate all types of traffic on the roadways. The Association shall have the right, but no obligation to control speeding and impose speeding fines and to prohibit use of the roadways by traffic or vehicles (including, without limitation, motorcycles and "go-carts") which, in the opinion of the Association would or might result in damage to the roadways or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the roadways. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will, in the judgment and opinion of the Association, obstruct the vision of a motorist upon any of the roadways. The Association shall have the right, but no obligation to establish security procedures for the protection of the Property, including the right to limit access to the Property.

The right of ingress and egress over and upon roadways constituting a part of a condominium or subdivision project located within the Property, according to declaration of condominium or plat recorded in the public records of St. Johns County, Florida, and which are maintained by a separate condominium or homeowners association may be limited to an easement for the benefit of Owners of Property located within such condominium or subdivision.

In the event and to the extent that the roadways or easements over and across said roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this section thereafter shall be of no further force or effect.

Section 2. Temporary Structures. No temporary buildings, tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any of the Property without the prior written consent of the Association.

Section 3. Nuisances. Nothing shall be done on any portion of the Property which may be or may become an annoyance or nuisance to owners of the property or adjacent properties. In the event of any question as to what may be or may become a nuisance, such questions shall be submitted to the Association for a decision in writing, whose decision shall be final and shall prevail over any decision rendered by the directors of any condominium or other property owners association as to such question.

No "For Rent", "For Sale" or other sign of any kind shall be erected or displayed on any of the Property unless the Association or the architectural control committee thereof has approved in writing the design, materials, lettering and location of said sign. Only one sign shall be permitted by the Association for each building, and no sign shall be approved which is greater than 15 square feet in area (except temporary construction or renting signs).

No weeds, underbrush or other unsightly growth shall be allowed to grow or remain upon any of the Property, and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; and, in the event the Owner thereof shall fail or refuse to keep the Property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon the Property and remove

April 19, 2005  
ACC Report to CIOA Board Meeting

Subject: No Private Docks Policy

### Background

We (the Harbor Office and CIOA) have the authority and have always declined to approve the construction of any private dock on a Camachee Cove waterfront lot. It appears we are about to receive still another request in that regard. In order to graciously and fairly respond to such an inquiry, a review has been conducted and a proposed prepared statement is drafted for the Board's consideration.

### Proposed Camachee Cove "No Private Docks" Policy Statement

"It has been and continues to be the long standing policy of Camachee Cove (the Developer, Harbor Office and CIOA ) to not approve the construction of private docks here. This position is entirely valid under the terms and conditions of the declarations of Camachee Cove (the Developer, Harbor Office and CIOA) which state that prior approval by these organizations is required before construction of any private dock by an CIOA owner.

With respect, it is our sincere conviction that this position of 20 years serves the widest portion of our community's owners in terms of their concerns for: privacy, neighborhood attractiveness, presently available marina services and the real value of adjacent properties. Accordingly, this policy is sustained."

### The Dock Itself

Any dock reaching out from the bulkhead all the way to navigable river water would need to be substantial in order to withstand river currents, northeast storms and passing boats' wakes. In order to securely keep a boat in that dock environment a boat hoist would be required. In turn, this might require a shed over the boat and hoist. If three lot owners were to each keep a boat on the dock, this hardware would triple. More significantly it would all be located upwind from at-risk Camachee Cove homes relative to last year's local hurricane winds' direction.

### Appearance

Any dock strong enough to withstand the conditions here must be large and sturdy. Its necessary length would also reach well across the sight lines of many Camachee Cove residences. Thus this structure would be highly visible. The inclusion of hoists, boats, storage boxes and sheds would further limit any possible attractiveness. If 3 boats were kept here, the issue is greatly magnified.

same at the expense of the Owners, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they may not be visible from the adjoining properties.

Section 4. Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the buildings to be constructed on the Property.

Section 5. Docks, Boathouses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any other construction shall be erected on or over waterways within the Property without the proper written approval of the Association, and in accordance with the provisions of the Use & Maintenance Agreement. Shoreline contours above or below water abutting the Property may not be changed without the written approval of the Association or architectural control committee thereof and in accordance with the provisions of the Use & Maintenance Agreement. No portion of the Property shall be increased in size by filling in the waters on which it abuts. No boathouse shall be constructed on or adjacent to any of the Property abutting waterways, nor shall any boat canal be dug or excavated in any of the property without the same being approved by the Association, and in accordance with the provisions of the Use & Maintenance Agreement.

Section 6. Boats and Motor Vehicles No boats or recreational vehicles or other motor vehicles, except four wheel passenger automobiles less than 5.6 feet in height, shall be placed, parked or stored upon any of the Property unless approved by the Association, nor shall any maintenance or repair be performed upon any boat or motor vehicles upon any area of the Property, except within a building where totally isolated from public view.

Section 7. Animals. All animals shall be kept under control by the Owner at all times and leashed when upon the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept upon the Property.

Section 8. Residential Area. The dwelling units constructed within the Property shall be used by a single family, its servants, guests or lessees as a residence only and for no other purpose. Unless approved by the Association or in accordance with the terms of the Use & Maintenance Agreement, no snack bar, restaurant, gift shop or other commercial facility (excluding showers, restrooms, laundromat and telephones) shall be constructed or generated within the Property.

Section 9. Insurance of Common Areas. The Board of Directors shall be required to obtain and maintain the following insurance on the Common Areas and any improvements constructed thereon, as appropriate: (a) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas; (b) workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and (c) such other insurance as the Board of Directors may determine.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to

time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year but in no event shall insurance be less than \$300,000 with respect to any one person, \$500,000 with respect to any one accident or occurrence and \$100,000 with respect to any claim for property damage.

Section 10. Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of Residential Dwelling Units and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of Residential Units (based upon replacement) and shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association, if so requested.

Section 11. Repair and Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of all or any of the improvements on the Common Areas as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any owner whose Residential Dwelling Unit or any portion thereof is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore such Property with the consent of any first mortgagee to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VIII hereof.

Section 12. Antennas. Unless prior written approval has been obtained from the Association, no exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within the Property.

Section 13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 14. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any of the Property. Notwithstanding, an Owner may keep and maintain a small propane gas tank for gas barbecues and fireplaces specifically approved by the Association.

## ARTICLE VIII

## ARCHITECTURAL CONTROL

No structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, swimming pools, boathouses, docks, aeriels, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any portion of the Property nor shall any addition to or change or alteration therein be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the applicable architectural control committee thereof in accordance with the provisions of the Bylaws of the Association and the architectural control committee established under the terms of the Use & Maintenance Agreement. The approval or disapproval of the Association shall take precedence over the approval, if any, of any property owner's association for the area in which such portion of the Property is located. If the Association or the architectural review board thereof shall determine in its sole discretion that any such improvements will not affect surrounding areas located outside the jurisdiction of such property owners or condominium entranceways, or visibility from street intersections, the approval or disapproval of the applicable property owners association may be dispositive.

## ARTICLE IX

## USE &amp; MAINTENANCE AGREEMENT

In addition to the obligations and restrictions imposed under this Declaration, the Property is subject to the terms and provisions of the Use & Maintenance Agreement recorded in the public records of St. Johns County, Florida. Under the terms of the Use & Maintenance Agreement, the cost of maintenance and repair of portions of the Common Area and Common property is shared between the members of Camachee Island Owners Association, Inc., and Camachee Cove Yacht Harbor, Inc., the owner of certain adjacent property within the Camachee Island planned unit development, their successors and assigns. The cost and expenses incurred in such shared maintenance are part of the assessments charged by the Association to its members pursuant to the provisions of Article IV of this Agreement. In addition to the provisions concerning shared maintenance costs, the Use & Maintenance Agreement also provides for certain architectural review to be performed by an architectural review committee composed of members of the Association and Camachee Cove Yacht Harbor, Inc., its successors and assigns. The right of architectural review and approval provided for in the Use & Maintenance Agreement is in addition to and not in lieu of the right of architectural control as established in Article VIII of this Declaration.

## ARTICLE X

## GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is

recorded. Upon the expiration of said thirty (30) year period, this Declaration may be extended for successive additional periods if one half (1/2) of the total votes of all Members of the Association cast in person or by proxy at a duly held meeting of the Association vote in favor of extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any Resolution of Extension adopted by the Association and the date of the meeting of the Association at which such Resolution was adopted. Said certificate shall be recorded in the St. Johns County Public Records.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 6. Delegation of Services/Management The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided, the services for which assessments are made as set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 7. Amendment. The procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if approved by fifty-one percent (51%) of the votes of the membership, cast in person or by proxy at such meeting. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall be recorded in the public records of St. Johns County, Florida.

Section 8. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term of provision hereof, including the obligation to pay assessments or liens therefor, shall constitute a defect,

encumbrance, lien or cloud upon the title of any portion of the property included within the Master Plan, or any property other than the real property as described on Exhibit A attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the public records of St. Johns County, Florida as provided in Article II hereof.

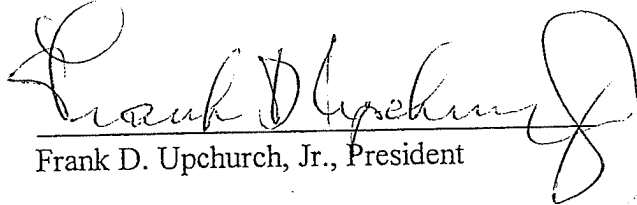
Section 9. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association contemplated under this Declaration, the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

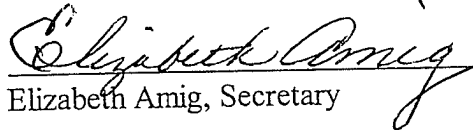
Section 10. Restrictions and Covenants Running with the Land. The agreements, covenants and conditions set forth in this Agreement shall constitute an easement and servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owners, and failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

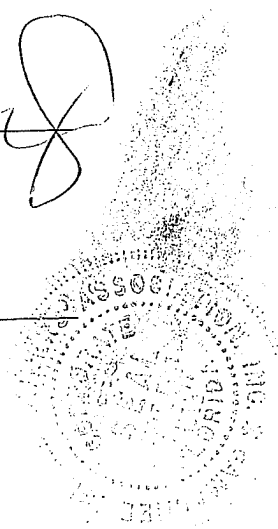
Section 11. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Agreement shall give the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then violating Owner or Owners of the property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the annual assessment against such owner and be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Agreement shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

The foregoing Declaration of Covenants for Camachee Island Owners Association, as amended and restated by more than 51% of the membership, were adopted at a meeting of the members held March 18, 1997.

Executed this 18<sup>th</sup> day of March, 1997 by:

  
Frank D. Upchurch, Jr., President

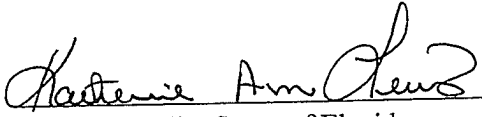
  
Elizabeth Amig, Secretary

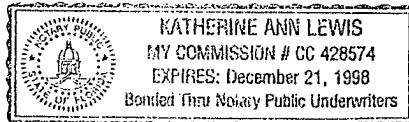


STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Frank D. Upchurch, Jr., as President of Camachee Island Owners Association, Inc., and acknowledged that he executed said Declaration of Covenants and that they are true and correct.

SWORN TO and SUBSCRIBED before me this 3<sup>rd</sup> day of December, 1997.

  
Notary Public, State of Florida



THIS DOCUMENT PREPARED BY  
FRANK D. UPCHURCH, JR.  
UPCHURCH, BAILEY AND UPCHURCH P.A.  
POST OFFICE DRAWER 3007  
ST. AUGUSTINE, FL 32085  
(904) 829-9066

EXHIBIT

**BYLAWS**

OF

**CAMACHEE ISLAND OWNERS ASSOCIATION**

As amended March 26, 1996

**ARTICLE I**

**DEFINITIONS**

All terms used herein which are defined in the Declaration of Covenants for Camachee Island (the "Declaration") recorded or to be recorded in the public records of St. Johns County, Florida, shall be used herein with the same meanings as therein defined.

**ARTICLE II**

**LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be located at Camachee Island, SR A1A, St. Augustine, Florida, or at such other place as may be established by resolution of the Board of Directors of the Association.

**ARTICLE III**

**VOTING RIGHTS AND ASSESSMENTS**

1. Each member shall have one vote for each residential unit or lot owned by said member, provided that such member shall have paid in full Association dues and assessments applicable to his residential unit or lot.
2. Assessments and installments thereon not paid when due shall earn interest from the date when due until paid at such lawful rate as may be established by the Board of Directors, and shall result in the suspension of voting privileges during the period of such non-payment.

**ARTICLE IV**

**BOARD OF DIRECTORS**

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the remaining Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor and until his successor shall have been elected and qualified.

RECORDED IN PUBLIC RECORDS St. Johns County, FL 02/96  
Clerk 16014974 O.R. 1169 PG 1121 01:03PM  
Recording \$41.00 Surcharge \$5.50

3. The Board of Directors shall constitute five elected members unless a Director after election shall be ineligible because of resignation, death or disability. In such event, the Board will appoint a replacement Director for the unexpired term of such ineligible Director as soon as practical.

## ARTICLE V

### ELECTION OF DIRECTORS

1. Any member of the CIOA Master Association shall be eligible to serve on the Board of Directors, unless he is delinquent in payment of dues or assessments.

2. The Board shall appoint a Nominating Committee of three consisting of the Board Secretary and two other members. The function of the Nominating Committee shall be limited to assisting the Board in finding candidates, and administering this process. The Nominating Committee shall have no power to determine the fitness of any candidate to run for the Board, other than to verify that said candidate is in fact a member and is not delinquent in payment of dues or assessments.

3. During the first ten days of each new year, the Board of Directors shall cause to be sent to each member a letter soliciting candidates to run for the Board in that year's election. This letter shall contain the date and place of the annual meeting of the membership, as set by the Board.

This letter shall request any member who wishes to be a candidate to submit his or her name in writing along with any comments and background information the candidate desires, to the Secretary of the Board.

4. Candidates shall submit their names prior to February 15 of every year.

5. The Secretary of the Board shall cause ballots to be prepared listing the names of all candidates certified as eligible by the Nominating Committee as outlined in Section 2 of this article. These ballots shall be sent, along with any written material submitted by the candidate to all members on or before February 28.

6. Along with the ballots, a small envelope shall be sent, with instructions that ballots shall be marked and placed in the sealed unmarked return envelope. The ballot envelope shall be returned in a larger envelope, which the voter shall mark with his name and return address, and which shall be mailed to the professional management company then employed by the Board. In the event no such company shall then be employed, the returns shall be designated by the Board.

The ballot envelope may also be given to the professional manager just prior to the beginning of the Annual meeting of the members.

The ballot must be received by the professional manager by mail or in person before the start of the Annual Meeting to be valid.

7. At the start of the Annual Meeting the professional manager shall retire to another room, take all the sealed ballots, ensure that each member shall have cast no more than one vote, open and count said ballots, and announce the results to the membership as soon as possible.

This procedure may be dispensed with if there are no more than five candidates.

8. The five candidates receiving the highest number of votes shall be elected.

9. The new Board of Directors shall assume their offices as of the end of the Annual Meeting of Membership at which they were elected.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have the power:

(a) To call meetings of the Members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Members.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of the Common area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize or cause the Association to enter into contracts for the day-to-day operation and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested or delegated to this Association, except those reserved to Members in the Declaration of Covenants for Camachee Island or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(i) To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period.

(ii) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and

(iii) To send written notice of each assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

3. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs, and to send minutes of all Board Meetings to all members within a reasonable time after such meetings.

## ARTICLE VII

### DIRECTORS AND MEETINGS

1. The annual meeting of the Board of Directors shall be held within one week after the conclusion of the annual meeting of members. Regular meetings of the Board of Directors shall be held at such time and place as determined by the Board.

2. All regular meetings of the Board of Directors shall be held when called by any officer or any two Directors after not less than 48 hours' notice to each Director.

3. Notice of all regular meetings of the Board of Directors shall be posted in appropriate places within the residential area not less than 48 hours before such meeting.

4. Emergency meetings - Any officer may call, in the event of an emergency, a special meeting of Directors for the sole purpose of dealing with the emergency requiring such meeting. Minutes of such meetings shall be kept and distributed in the same manner as regular meetings. The transaction of any emergency business held at such special meeting shall be valid until the next regular meeting of the Directors, where it shall be confirmed, or rejected, by the Board at such regular meeting. Directors may be present at special meetings in person or by telephone. No prior notice as provided in paragraph 3 above shall be necessary.

5. Quorum - a quorum of Directors shall be a majority of Directors at regular meetings, or two Directors at special meetings.

6. All Board of Directors meetings, regular or special, shall be open to members of the Association. Participation by members of the Association is encouraged, but the Director chairing the meeting must ensure that the meeting agenda is followed and regular business transacted.

ARTICLE VIII

OFFICERS

1. The officers shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as the President may, with the approval of the Board of Directors, require. The President and Vice President(s) shall be members of the Board of Directors, elected from among the Board at the annual meeting of the Board of Directors.
2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and qualified.
3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.
4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
5. The President (or his designated Vice President) shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out and sign or cause to be signed in his name all notes, checks, leases, mortgages, deeds and all other written instruments.
6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.
7. The Secretary shall be ex officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. The Secretary shall keep the records of the Association. The Secretary shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.
8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be required signatory on checks and notes of the Association.
9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual budget and an annual balance sheet statement to be prepared at the completion of each fiscal year and the budget and balance sheet statement shall be kept open for inspection upon reasonable request of a Member.
10. The salaries, if any of the officers and assistant officers of the Association, shall be set by the Board of Directors.

ARTICLE IX  
COMMITTEES

1. The Standing Committees of the Association shall be:
  - (a) The Architectural Control Committee
  - (b) The Maintenance Committee
  - (c) The Liaison Committee
  - (d) The Communications Committee
  - (e) The Nomination Committee
  - (f) The Bylaws and Legal Committee

and such other committees as may be established by the President, with the approval of the Board of Directors.

2. (a) The Architectural Control Committee shall have the responsibility to require submission of two complete sets of all plans and specifications for any improvement or structure upon any portion of the Property and which requires approval by the ACC under the terms of the Declaration of Covenants, Article VII, and Declaration of Easement and Use and Maintenance Agreement, Article R. The submission shall be signed by the owner thereof and contract vendee, if any, together with written approval for such improvements by any architectural review board of the property owners association for the area in which the property is located. The ACC shall also require submission of samples of building materials proposed for use on any portion of the property, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement.

(b) To approve or disapprove improvements or structures of any kind located upon the Property as provided in the Declaration. Any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive, subject to the approval required under the terms of the Use & Maintenance Agreement.

(c) To establish uniform procedures for the review of the applications submitted to it. These procedures shall provide (i) the time and place of meetings of the ACC; (ii) the submission and review procedure; and (iii) the review costs and fees, if any, to be paid by the applicant to the Association. Any compensation to ACC members shall be fixed initially by the Board of Directors and adjusted annually with all such payments payable from Association funds. Approval or disapproval of applications to the ACC shall be given to the applicant in writing within sixty (60) days of receipt thereof by the Committee in full accordance with the procedures adopted by it; in the event that the approval or disapproval is not forthcoming within sixty (60) days, unless an extension is

agreed to by the applicant, the application shall be deemed approved; provided that any construction shall be in accordance with the submitted plans. In the event of a dispute as to the authority of the ACC to approve or disapprove any improvements, the judgement of the Board of Directors as to such powers shall be conclusive. Approval of any application by the ACC shall not constitute a basis for any liability of the members of the ACC, the Developer, or the Association as regards: (1) codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

3. The Maintenance Committee shall consist of a Chairman and the following sub-committee members:

Pool Chairman  
Landscaping Chairman  
Security, Roads and Parking Chairman

Each committee chairman shall appoint such members or non-members to his committee as he shall deem appropriate. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property, and to the performance of all functions within each sub committee's responsibility.

4. The Liaison Committee shall consist of two or more members of the Association, one of whom must be a member of the Board of Directors, whose function shall be to establish and maintain regular, two way communication with the Harbor and commercial owners on all matters in which CIOA interests and those of the Harbor and Commercial owners overlap and/or inter-relate. This committee sees to the cooperation with and coordination among the parties, and reports to the Board of Directors on any proposed action prior to their approval of such action. The non-board member of this committee shall be encouraged to attend Board meetings to keep current on all topics.

5. The Communications Committee shall develop and maintain an Owners Handbook, and see that all new owners are welcomed and informed of all Association regulations, procedures and availability of services.

This committee shall also, under the direction of the President, publish a newsletter from time to time containing current subject matter of interest to the Association.

6. The Nominating Committee shall have such responsibilities as set forth in Article V, Section 2 of these Bylaws.

7. The Bylaws and Legal Committee shall have the responsibility to recommend changes in Bylaws and other regulations and documents, and, upon approval of the Board, to prepare such changes for the approval of the membership. This committee shall deal with any legal matters affecting the association, including coordination with hired counsel, if any.

ARTICLE X

MEETINGS OF MEMBERS

1. The regular annual meeting of the members of the Association shall be held each year prior to the end of March of that year; at such place, date and time as shall be determined by the Board of Directors.

2. The agenda for such Annual Meeting, containing information on any matter requiring a vote of the membership at such meeting, shall be mailed to the membership, along with the ballots for election of directors, and proxies for the members who do not plan to be present, on or before the 28th of February.

3. At all corporate meetings of members, each member may vote in person or by limited proxy. A general proxy may be used to establish a quorum. All proxies shall be in writing and filed with the Secretary. No proxies shall extend beyond a period of ninety (90) days after the date of the meeting for which it was given, and every proxy shall automatically cease upon sale by the member of his interest in the Property.

4. A quorum at any meeting of the membership is established by 51% of the membership present in person or by proxy.

5. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer or by any two or more members of the Board of Directors or upon written request of the Members who have a right to vote one-fourth of all the votes of the entire membership.

6. Notice of a special meeting or the annual meeting may be given to Members either personally or by sending a copy of the notice through the mail postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary and notices of such meetings shall be mailed to him at such address. Notice of any special meeting shall be mailed at least thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

7. Upon the receipt of written notice from 25% or more of the members (prior to the date set for mailing the annual agenda) requesting the Board of Directors to place a matter on the annual agenda for a vote of the membership, the Board of Directors is required so to act.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

ARTICLE XII

SEAL

The Association shall have a seal in circular form having within its circumference the words: Camachee Island Owners Association, Inc., corporation not for profit 1982, Florida.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XIV

AMENDMENTS

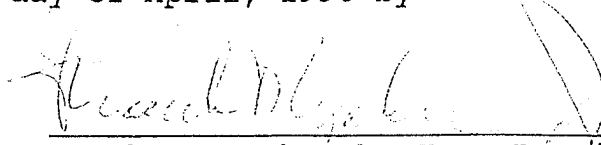
These Bylaws may be altered amended or repealed only by the affirmative majority vote of not less than fifty-one (51%) percent of the total voting membership of the Association at a regular meeting of the Association or a special meeting duly called for such purpose.

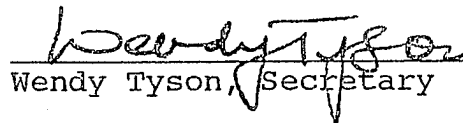
No amendment to these Bylaws shall be valid unless the proposed amendment shall have been submitted in writing, along with the reason for such changes to the membership no less than 25 days prior to the date of the meeting at which the amendment will be submitted for a vote.

The foregoing were adopted as the the Bylaws of Camachee Island Owners' Association, a corporation not for profit under the laws of the State of Florida, on March 26, 1996, and supercede and replace all previously dated Bylaws or amendments to Bylaws.

The foregoing Bylaws of Camachee Island Owners Association, Inc. as amended were adopted at a meeting of the members held March 26, 1996.

Executed this 9th day of April, 1996 by

  
\_\_\_\_\_  
Frank D. Upchurch, Jr., President

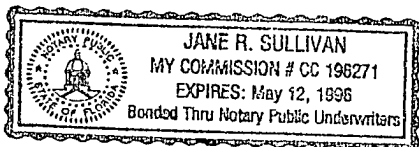
  
\_\_\_\_\_  
Wendy Tyson, Secretary

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Frank D. Upchurch, Jr., as President of Camachee Island Owners Association, Inc., who being first duly sworn, acknowledges before me that he executed said bylaws and that they are true and correct.

SWORN TO and SUBSCRIBED before me this 15<sup>th</sup> day of April, 1996.

  
\_\_\_\_\_  
Notary Public, State of Florida



SUPPLEMENTAL DECLARATION OF COVENANTS  
FOR  
HARBOR LOTS AT CAMACHEE ISLAND

O.R. 796 PG 0624

THIS SUPPLEMENTAL DECLARATION is made this 14<sup>th</sup> day of September, 1983, by CAMACHEE COVE YACHT HARBOR, INC., a Florida corporation, ("Developer").

## RECITALS

A. Camachee Island Villas Partnership subjected certain land to the Declaration of Covenants for Camachee Island recorded in Official Records Book 559, page 403 of the public records of St. Johns County, Florida ("Declaration").

B. Pursuant to the terms of Article II of the Declaration, the Developer or its assignee has the right to annex additional property to the terms and conditions of the Declaration and to establish additional covenants and restrictions which apply only to certain portions of the property, as the Declarant deems are necessary or desirable, to reflect the different character of the Property so annexed.

C. Pursuant to that certain Agreement dated November 15, 1983, by and between Camachee Island Villas Partnership and Camachee Cove Yacht Harbor, Inc., recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of St. Johns County, Florida, Camachee Island Villas Partnership assigned all its rights as Developer of Camachee Island Villas to Camachee Cove Yacht Harbor, Inc.

D. Developer intends to plat and develop certain land more fully described on Exhibit A and referred to as "Harbor Lots".

E. Developer desires to annex the Harbor Lots to the terms and conditions of the Declaration as well as to subject the Harbor Lots to certain additional covenants, conditions, restrictions, and easements more fully set forth in this Supplemental Declaration.

NOW THEREFORE, in consideration of the premises, Developer hereby declares as follows:

1. COVENANTS RUNNING WITH THE LAND.

The Harbor Lots are hereby deemed to constitute Property under the Declaration and as such Property shall be held, sold, conveyed and transferred, subject to the easements, restrictions, covenants and conditions of the Declaration as well as the easements, restrictions, covenants and conditions set forth herein, all of which are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

2. ADDITIONAL PROVISIONS.

The following provisions, additions or amendments to the Declaration shall apply solely to the Harbor Lots and to the extent there is any inconsistency between the provisions of the Declaration and Supplemental Declaration as applied to the Harbor Lots, the provisions of this Supplemental Declaration shall prevail.

(a) Assessments. The Owners of Harbor Lots shall commence to pay an amount equal to one half (1/2) the Annual Assessment as required for Residential Dwelling Units under the Declaration, upon conveyance of the Harbor Lot from Developer to the Owner. The Owners of the Harbor Lots shall continue to pay one half (1/2) the Annual Assessment until a certificate of occupancy is issued for the residential dwelling located on the Harbor Lot or three (3) years from the date of conveyance, whichever first occurs. In addition, if an Owner owns two or more Harbor Lots until such Harbor Lots are improved, the Owner shall pay one half (1/2) the Annual Assessment upon improvement of one or more Harbor Lots so as to be incorporated for the construction of one residential dwelling with appurtenances, only one Residential Dwelling Unit assessment shall be due and payable from such Owner.

(b) Architectural Planning Criteria. The following criteria or restrictions shall apply to the Harbor Lots.

(i) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residential dwelling containing not less than one thousand three hundred (1,300) square feet of enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no structure may be constructed separate and apart from the residential dwelling nor shall any such structure(s) be constructed prior to construction of the main residential dwelling.

(ii) Building Restriction Lines. All building restriction lines shall be as provided in the plat. A residential dwelling may be located upon a single platted Harbor Lot or on a combination of platted Harbor Lots and in such event the side building restriction lines shall apply to the outermost side lot lines. The Developer shall have the right to impose additional building restriction requirements to preserve the line of sight of neighboring Harbor Lots and their Owners. The Developer may modify the building restriction line for an individual Harbor Lot where in its opinion and sole discretion, such modification is necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

(iii) Exterior Color Plan. The Developer shall have final approval of all exterior color plans and each Owner must submit to the Developer prior to initial construction and development upon any Harbor Lot a color plan showing the color of the roof, exterior walls, shutters, trims, exterior screens, fences, including, without limitation, any flashing or gutters which colors shall be consistent with the homes in the surrounding Harbor Lots.

(iv) Roofs. Flat roofs shall not be permitted unless approved by the Developer. Minimum pitch of roof will be 5/12. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the Developer. All roofs shall have clay or concrete barrel roof tiles. Tiles shall be installed as per manufacturer's specifications. The color of roof tiles shall be red terra cotta and a physical sample must be submitted to the Developer for final approval prior to installation.

(v) Garages and Automobile Storage. In addition to the requirements stated in Paragraph (i) above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside walls of

the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2), sixteen (16) foot doors for a four-car garage, or two (2), three(3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. All overhead doors shall be kept closed when not in use. No carports will be permitted unless approved by the Developer. Automobiles shall be stored in garages when not in use. No garage shall be converted to living space unless a garage in compliance with these provisions is constructed in its stead and unless the facade of the enclosed garage is approved by the Developer and a new garage in compliance with these restrictions is built. The use of side or rear entry garages is encouraged wherever possible.

(vi) Driveway Construction. All residential dwellings shall have a paved driveway, asphalt composition to match the abutting roadway or a concrete finish construction which shall be at least as wide as the garage door width. The exact configuration of the driveway and permitted finish shall be approved by the Developer.

(vii) Games and Play Structures. All basketball backboards, play structures, platforms, doghouses, tennis courts, playhouse or structures of a similiar kind or nature shall be located at the rear of the residential dwelling, or on the inside portion of a corner Harbor Lot within the building restriction lines and shall be constructed so as to not adversely affect the adjacent Harbor Lots or the use thereof. Such structures shall not be raised above the ground in such a manner as to result in the violation of the privacy of the adjacent Harbor Lot Owners. Any such structure must have prior approval of the Developer. All such structures shall be painted or otherwise finished in a manner similar to the Dwelling.

(viii) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Developer. The Developer shall require the composition of any fence or wall to be consistent with material used in the surrounding residential dwellings and other fences, if any. If an Owner owns a pet as permitted under the Declaration, such Owner shall be required either to erect and maintain a fenced rear yard or to construct and maintain another Developer approved method for keeping and maintaining such permitted pets. Any fence, wall, hedge or other similar structure or improvement must be included in the plans and specifications submitted for review with respect to location, height, and type of material and must be approved by the Developer.

(ix) Landscaping. A basic landscaping plan shall be prepared for each Lot and must be submitted to and approved by the Developer prior to initial construction and development thereon. The plan shall specify the number and types of plant material or species included as well as a list of any other materials to be used. The plan shall include one hundred percent (100%) coverage of either plant material in cypress mulch bed or continuous St. Augustine or Floratam sand base sod. No sprigging shall be permitted. The plan shall also include one hundred percent (100%) irrigation coverage for the Lot. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Harbor Lot unless approved by the Developer.

(x) Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Harbor Lot shall be subject to the requirements of the Developer, which include, but are not limited to the following:

Composition is to be of material thoroughly tested and accepted by the industry for such construction;

The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the residential dwelling unless approved by the Developer.

No screening of pool areas may stand beyond a line extended and aligned with the side walls of the residential dwelling unless approved by the Developer.

Pool screening may not be visible from the street in front of the residential dwelling unless approved by the Developer.

Any lighting of a pool or other recreation area shall be designed so as to be buffered from the surrounding residential dwellings.

Tennis court lighting shall not be permitted.

If one Owner elects to purchase two (2) adjoining Harbor Lots and use one for recreation purposes, the Harbor Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the Developer.

(xi) Garbage and Trash Containers. No Harbor Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within a screened enclosure constructed with each residential dwelling in a location approved by the Developer. All Harbor Lots shall be maintained during construction in a neat nuisance-free condition. Owner agrees that the Developer or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the Developer or the Association thereby, which expenses shall constitute a lien against the Harbor Lot enforceable in appropriate court of equity or law.

(xii) Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used or occupied on any Harbor Lot at any time as a residential dwelling either temporarily or permanently.

(xiii) Removal of Trees. In reviewing building plans, the Developer shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the Developer, which approval may be given when such removal is necessary for the construction of a residential dwelling or other improvement.

(xiv) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

(xv) Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television shall be run underground from the proper connecting points to the residential dwelling in such a manner to be acceptable to the governing utility authority. Approval of water to air heat pumps will not be considered unless excess water can be dispelled directly into a storm water drainage structure.

(xvi) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the Developer as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to residential dwellings, each Owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

(xvii) Well Limitation. Any wells to be installed and constructed on any portion of the Property shall be approved by the Developer and shall be in strict compliance with any regulations of the applicable utility company.

(xviii) Harbor Lot Size. No Harbor Lot which has been improved by the construction of a residential dwelling shall be further subdivided or separated into smaller lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments and thus shall not prohibit the division of Lots by the Owners of adjacent Lots, provided that no residential dwelling may be constructed solely on a Lot which is smaller than the smallest Lot on the plat. The Declarant shall have the right to modify the subdivision plats of the Property provided that all Owners of the affected Harbor Lots consent to such modification, which consent shall not be unreasonably withheld. The Declarant, without the consent of any Owners, may modify a Harbor Lot(s) it owns for the purpose of creating a street or right of way and the restrictions as to use contained herein shall not be applicable to such Lot(s). An Owner may purchase more than one Harbor Lot and use such Harbor Lot for residential or recreational purposes as elsewhere provided herein. Any such combination or subdivision of Harbor Lots must done with the consent of Developer.

(xix) Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Harbor Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line.

(xx) Building Chimneys. All buildings shall have a chimney design and detail sketch with a surround shroud as is consistent with the standards established by the Developer.

(xxi) Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner of a Harbor Lot; provided, however, the Developer shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interest of the Property and the deviation requested is compatible with the character of the Property. A waiver shall be evidenced by an instrument signed and executed by the Developer.

(xxii) Assignment of Developer Review Rights. The Developer has the right to assign at such time and in such manner as it may deem advisable to the Camachee Island Owners Association, Inc. ("Master Association") or an architectural review committee appointed by the Master Association or under the Use and Access Agreement in paragraph 2(c)(v) and thereafter the architectural review of the improvements on the Harbor Lots shall be performed by such Association. Provided, however, until such time as the Developer assigns such review rights, the architectural review of the improvements of the Harbor Lots shall be performed solely by the Developer.

(c) Easements.

(i) Utility and Dredge Easements. The Developer hereby reserves the right to grant perpetual nonexclusive easements for the benefit of Developer or its designees, upon, across, over, through and under any portion of the Harbor Lot(s) for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and service systems, public and private and such maintenance dredging of the marina area or channel as may be desired. Developer, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Developer's right to grant such easements, the Association shall have the right to grant the easements described herein.

(ii) Developer's Easement of Correct Drainage. Developer hereby reserves the blanket easement on, over and under the ground within the Harbor Lots to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Subject to the foregoing described rights which the Developer has reserved, it is hereby specifically recognized and declared that in connection with the stormwater discharge facility constructed and operated on the Property, the Association has the power and obligation to operate and maintain such stormwater management system and stormwater discharge facility as is approved by the Department of Environmental Regulation, the U. S. Army Corps of Engineers and the St. Johns River Water Management District as may be applicable.

(iii) Easement for Unintentional Encroachment. The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Harbor Lot upon the Common Property or vice-versa caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Harbor Lot or residential dwelling constructed thereupon, which exclusive easement shall exist at all times during the continuance of such encroachment, and which easement shall be appurtenant to the encroaching Harbor Lot or improvements thereon to the extent of such encroachment.

(iv) Easement for Encroachment. Each Lot is hereby made subject to an easement for encroachment of not more than eighteen inches by the eaves and other similar projections of dwellings on the adjacent Lot. Each Lot shall also be subject to an easement for encroachment created by construction, settling, and overhangs. A valid easement for the described encroachments and for the maintenance of same shall and does exist for so long as such encroachment exists.

The Owner of the burdened Lot hereby grants to the Owner of the Lot benefited by the encroachment a perpetual non-exclusive easement for all appurtenant air rights, drainage rights and right of access for maintenance as may be necessary and convenient to repair, restore and maintain the portion of the dwelling encroaching upon the Lot. Provided, however, the Owner of the benefited Lot shall exercise such rights so as to minimize any disturbance to the burdened Lot and in the event that the exercise of any of the rights contained herein results in any damage to the burdened Lot or the improvements thereon, the Owner exercising his rights shall repair or restore the damage at his cost and expense.

In the event that a dwelling is partially or totally destroyed, and then rebuilt, the Owners of the Lot upon which there was an encroachment agree that the encroachments as previously existing by adjacent dwellings shall be permitted and a

valid easement for any such encroachment and the maintenance thereof shall exist.

(v) Declaration of Easements and Use and Maintenance Agreement. Pursuant to the terms of the Declaration of Easements and Use and Maintenance Agreement recorded in Official Records Book 559, Page 388 of the public records of St. Johns County, Florida ("Use and Access Agreement") certain Owners of units and lots in the Camachee Island Community have the right of non-exclusive ingress and egress upon the Harbor Walkway located adjacent to some of the Harbor Lots which is shared by the Owners of Harbor Lots. The use of such Harbor Lots adjacent to the Harbor Walkway may be further restricted pursuant to the terms of the Use and Access Guide.

(vi) Water and Sewer Easement. Camachee Cove Yacht Harbor, Inc. or its successors or assigns ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide potable water for use within the structures to be built, and no potable water shall be used within the improvements except potable water which is obtained from the Utility Company. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by the Utility Company. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The Utility Company is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under the Property for the purpose of ingrees, egress, installation and/or repair of water and sewage facilities as such easements are more fully depicted in the plat of the Property.

(vii) Release of Certain Easements. To the extent that any Owner purchases more than one Harbor Lot and constructs improvements over the lot boundary line, and there is reserved or depicted on the plat or elsewhere an easement for utilities or drainage, such easement shall be deemed waived and abandoned to the extent that only improvements are constructed over it.

(d) Maintenance and Reconstruction.

No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Harbor Lot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Harbor Lot. The Owner shall maintain the exterior of all residential dwellings and improvements on his Harbor Lot in good and workmanlike manner, and shall present a neat and clean appearance. Such maintenance shall include regular painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and any other exterior improvements. In the event that any Owner fails or refuses to keep his Harbor Lot free of weeds, underbrush, refuse, piles, debris or other unsightly growth or objects, or to keep the buildings or improvements on his Harbor Lot in a good and workmanlike manner, or in a neat and clean appearance, after written notice to Owner, the Developer or the Master Association may authorize its agents to enter upon the Harbor Lot and perform any necessary maintenance at the expense of the Owner and the cost thereof shall constitute a lien upon the Harbor Lot until paid in full. Such entry will not be deemed a trespass. During construction of a residential dwelling or other improvement, each Owner will be required to maintain his Harbor Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Harbor Lot.

(e) Damage to the Harbor Lots.

In the event of damage or destruction to any portion of the improvements on a Harbor Lot, the improvements shall be repaired or restored by the Owner. In the event that the damage or destruction renders the improvements uninhabitable or the damage is so substantial that the Owner determines not to rebuild the improvements on the Harbor Lot, the Owner shall clear the debris, have the Harbor Lot leveled within 60 days from the date of destruction or damage, and shall thereafter maintain the Lot in a clear and sanitary condition.

3. MISCELLANEOUS.

Except as modified, supplemented or amended herein all terms and conditions contained in the Declaration remain in full force and effect as to the Property subject to the Declaration including the Harbor Lots. The specific covenants contained in this Supplemental Declaration apply only to the Harbor Lots and shall not be construed to encumber or otherwise affect the other Property subject to the Declaration except as may specifically provided in a separate Supplemental Declaration.

IN WITNESS WHEREOF, the Developer sets its hand and seal on the date first above written.

Witnesses:

Ronald Lubkin  
Lynda Isham

CAMACHEE COVE YACHT HARBOR, INC.

By: Joseph S Taylor  
Its President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of September, 1988 by Joseph S. Taylor the President of Camachee Cove Yacht Harbor, Inc., a Florida corporation on behalf of the corporation.

Ronald Lubkin  
Notary Public  
State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 3, 1991

EXHIBIT A  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

All the land contained within the plat of Camachee Island Harbor Lots pursuant to plat thereof recorded in Map Book 22, pages 13 - 16 of the public records of St. Johns County, Florida.

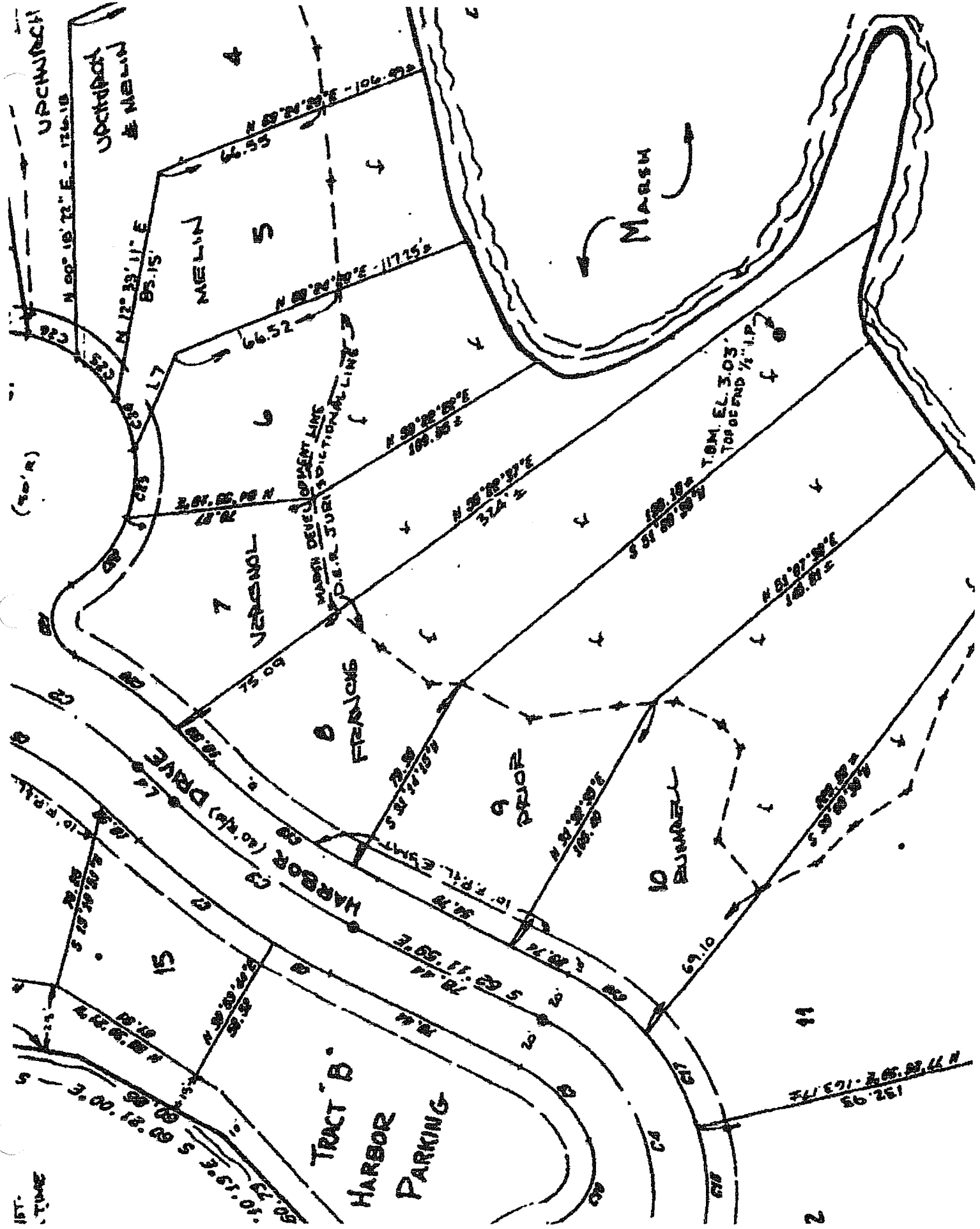
VERIFIED BY  


FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

88 SEP 21 PM 3:16

*Carl "Bub" Munkel*  
CLERK OF CIRCUIT COURT





1ST. TIME

82 15137

This Declaration of Easement and Use and Maintenance Agreement is entered into this 27 day of September, 1982, by and between Camachee Cove Yacht Harbor, Inc., a Florida corporation, ("Harbor"), Camachee Island Villas Partnership, a general partnership, ("Partnership") and Camachee Island Owners Association, Inc., a Florida non-profit corporation, ("Master Association").

RECITALS

1. Harbor is the owner of certain real property designated for commercial and marina use as more particularly described on Exhibit A attached hereto and made a part hereof and separately identified as the "Marina Property" and "Commercial Property"; and

2. Partnership is the owner of certain real property and has the right to purchase additional real property under the terms of the Real Estate Purchase and Option Agreement between the James J. Sebastian Company and Harbor dated March 16, 1982 ("Purchase Agreement"). The property owned by Partnership and as to which it has an option to purchase under the Real Estate Purchase and Option Agreement is more particularly described on Exhibit B and hereinafter referred to collectively as the "Residential Property"; and

3. Partnership has established the Master Association as a Florida non-profit corporation for the purpose of ownership administration and maintenance of common property serving the Residential Property; and

4. The Commercial Property, Marina Property and Residential Property are subject to the terms and provisions of a single planned unit development ordinance issued by the Board of County Commissioners of St. Johns County ("Camachee Island PUD") and the Residential Property, Marina Property and Commercial Property will share the use and maintenance obligations of certain improvements constructed or to be constructed upon the respective properties as more particularly described in this Agreement; and

5. The parties hereto desire to provide for responsibility for performance of maintenance and the sharing of costs and expense of maintenance for these improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

1.1 Harbor Walkway Easement. Harbor is the owner of a bulkhead and strip of land twenty five (25) feet in width running along the surface area of the bulkhead to be improved as a harbor walkway for the benefit of owners of the Commercial Property, Residential Property and Marina Property as more particularly described on Exhibit "C" and hereinafter referred to as the "Harbor Walkway". The Harbor Walkway will be developed in phases and completed in connection with the completion of the development of the adjacent Residential Property. Harbor hereby grants to Partnership and the Master Association, their successors, assigns, guests, invitees, representatives of utility authorities authorized to serve the Residential Property and Marina Property and holders of mortgage

TO: RETURN TO: PREPARED BY: JOHN J. MIKALS, Attorney JOHN J. MIKALS & BRADFORD, P. A. GALLAGHER, DAUMER, MIKALS & BRADFORD, P. A. 2525 INDEPENDENT SQUARE JACKSONVILLE, FLORIDA 32202  
M. Lynn 11/6/82  
1982 Walkway Easement  
Jacksonville, Fla. 3/27/82  
Prepared by: [unclear]

Exhibit "F"

liens on the Residential Property or any unit (except, a non-exclusive perpetual easement in common with owners of the Commercial Property and Marina Property, their successors and assigns, for pedestrian access over and upon the Harbor Walkway and for the installation, erection, construction and maintenance of utility lines including without limitation cable television equipment and facilities under and across the Harbor Walkway and for ingress and egress of emergency service vehicles.

1.2 Use of Easement. Partnership and the Master Association shall use the Harbor Walkway in a manner which will not interfere with the use and occupancy of the Marina Property and Commercial Property and will not interfere with reasonable pedestrian access to and from the Marina Property and Commercial Property over the Harbor Walkway. Harbor agrees that further grants of use rights by Harbor and use by Harbor of the Harbor Walkway shall be for uses which are not inconsistent with the rights of Partnership and the Master Association described herein.

1.3 Improvements. The parties acknowledge and agree that improvement to the Harbor Walkway shall be performed by Harbor in accordance with the terms and provisions of the Purchase Agreement and nothing contained herein shall be deemed to otherwise require such improvements.

1.4 Extension of Harbor Walkway. In the event Harbor shall extend the Harbor Walkway through additional portions of the Residential Property, Harbor shall grant to Partnership, for the benefit of those portions of the Residential Property conveyed to Partnership, a non-exclusive perpetual easement for ingress and egress in form and content of this easement by the recording of a Supplementary Grant of Easement as to extensions of the Harbor Walkway.

ARTICLE 2

ROADWAY EASEMENT

2.1 Commercial Access Road. Harbor, as owner of the access road designated as "Commercial Access Road" on Exhibit D attached hereto and made a part hereof, hereby grants to the Partnership and the Master Association, their successors and assigns, guests, invitees and all delivery, pick up, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Commercial Property, Residential Property and Marina Property and holders of mortgage liens thereon, and such other persons as Harbor may from time to time designate, a nonexclusive and perpetual right of ingress and egress over the Commercial Access Road subject to Harbor's and Partnership's right to install, erect, construct and maintain utility lines and facilities serving the Commercial Property, Residential Property and Marina Property.

2.2 Residential Access Road. Partnership, as owner of the access road designated as "Residential Access Road" on Exhibit D attached hereto and made a part hereof, hereby grants to Harbor for the benefit of the Marina Property and those portions of the Residential Property which have not been conveyed to Partnership, its successors and assigns, guests, invitees and all delivery, pick up, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Residential Property and holders of mortgage liens thereon and such other persons as Partnership may from time to time designate, a nonexclusive and perpetual right of ingress and egress over the Residential Access Road subject to Harbor's and Partnership's right to install, erect, construct and maintain utility lines and facilities serving the Commercial Property, Residential Property and Marina Property.

2.3 Use of Road. The owner of each portion of the Access Road shall have the right to control speeding and impose speeding fines and the right to control or prohibit parking on all or any part of their respective portions of the Access Road. (References to "Access Road" shall mean and refer to both Commercial Access Road and Residential Access Road.)

2.4 Security. The Partnership or Master Association shall have the right, but no obligation, to establish security procedures for the protection of the Residential Property including the right to control access to the Residential Property.

2.5 Extensions of Access Road. In the event Partnership shall extend the Access Road through additional portions of the Residential Property, Partnership shall grant to Harbor, for the benefit of those portions of the Residential Property which have not been conveyed to Partnership and to owners of the Marina Property, their invitees, guests, lessees and employees a nonexclusive perpetual easement for ingress and egress in form and content of this easement by the recording of a Supplementary Grant of Easement as to extensions of the Access Road; provided, however, nothing contained herein shall be construed to require the Partnership to grant an easement for ingress and egress over any roads within the Residential Property which are conveyed or dedicated for the exclusive use and benefit of condominium properties as common areas for parking and ingress and egress to such condominium properties.

2.6 Dedication. Each Owner of the Access Road shall have the sole and absolute right at any time with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over their respective portions of the Access Road, to dedicate to the public all or any part of the Access Road. In addition, each Owner shall have the right to redesignate, relocate or close any part of their respective portions of the Access Road, so long as the Commercial Property, Marina Property and Residential Property are not denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

2.7 Improvement. The construction of improvements upon the Access Road shall be the responsibility of Harbor and Partnership as to separate portions of the Access Road as more particularly described in the Purchase Agreement. Nothing contained herein shall constitute a modification or alteration of any provisions or requirements pertaining to the Access Road as set forth in the Purchase Agreement.

2.8 Ringhaver Property. Harbor has an option to purchase property north of the Residential Property more particularly described in Short Form of Option to Purchase Agreement recorded in Official Records 538, Page 100, of the Public Records of St. Johns County, Florida ("Ringhaver Property"). The Residential Access Road as hereinafter defined is subject to a recorded easement for ingress and egress to the Ringhaver Property. In the event that Harbor shall acquire title to the Ringhaver Property, Partnership will grant an easement for ingress and egress over the Residential Access Road for the benefit of the Ringhaver Property; provided, however, Harbor acknowledges and agrees that such right of ingress and egress over the Residential Access Road for the benefit of the Ringhaver Property shall specifically exclude the right of ingress and egress by prospective purchasers or purchasers of multi-family, townhouse or condominium units developed or to be developed upon the Ringhaver Property until such time as Partnership has completed its development within the Residential Property or its

right to complete such development under the terms of the Purchase Agreement shall have terminated ("Development Period"). In addition, Harbor shall have the right to install, construct, erect and maintain utility lines including without limitation cable television lines within the unpaved right of way of the Residential Access Road to service the Ringhaver Property.

### ARTICLE 3

#### USE RESTRICTIONS

3.1 Docks. No docks, bulkheads, moorings, pilings, boats, boat houses or boat shelters of any kind or any other construction shall be erected or stored on or over water ways located within the Residential Property without the prior written approval of Harbor. Shoreline contours above or below water abutting the the Residential Property may not be changed without the written approval of Harbor. No portion of the Residential Property shall be increased in size by filling in the waters on which it abuts and no boat canal shall be dug or excavated in any portion of the Residential Property including abutting or contiguous waterways or marsh areas without the same being approved by Harbor.

3.2 Residential Purposes. The dwelling units constructed within the Residential Property shall be used for residential purposes only and for no other purpose. Unless approved in writing by Harbor, no snack bar, restaurant, gift shop or other commercial facility, specifically excluding, however, showers, restrooms, laundromats and telephones, shall be constructed or generated within the Residential Property.

3.3 CATV Service. Harbor hereby reserves to itself, its successors and assigns, and is granted by Partnership, the exclusive right to provide central telecommunication receiving and distribution system serving the Residential Property and the Commercial Property and an easement over the Residential Property (the exact location of which will be mutually agreed upon between the parties) for installing, maintaining and supplying such services. Further Harbor reserves the right to connect any central telecommunication receiving and distribution system to such source as it may deem appropriate, including, without limitation, companies licensed to provide CATV service in St. Johns County, Florida. The lines shall be installed underground adjacent to the Access Road. The plans for the installation of hookup to buildings or units shall be approved by Partnership.

3.4 Construction on Marina Property. No improvements shall be made to the Marina Property, which would impede or block the open view or free flow of light and air between the Residential Property and any portion of the Marina Property.

3.5 Nuisances. Nothing shall be done on any portion of the Residential Property, Commercial Property or Marina Property which may be or may become a nuisance to owners of the adjacent properties without prior approval. It is specifically recognized that the Marina Property is used as an operating commercial marina and those activities and noises associated with an operating marina facility are deemed not to constitute a nuisance. Nor shall the activity connected with construction and improvement of Residential, Commercial or Marina Property including the noise, temporary structures and vehicles customarily used in construction be considered a nuisance. No weeds, underbrush or other unsightly growth shall be allowed to grow or remain on any portion of the Residential Property, Marina Property or Commercial Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

3.6 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Commercial, Residential or Marina Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted thereon.

ARTICLE 4

MAINTENANCE

4.1 Shared Maintenance. All costs and expenses of maintaining, insuring and otherwise providing for the use and occupancy of the Access Road, Harbor Walkway and bulkhead forming part of the Harbor Walkway ("Bulkhead") shall be shared between owners of the Marina Property, Commercial Property and Residential Property as hereinafter provided. The responsibility for performance of such maintenance shall be the obligation of the Master Association subject to the obligation of all parties referenced herein to contribute to such costs and charges. The items to be included as part of such shared maintenance expense shall be as follows:

(a) With respect to surface area of the Harbor Walkway, the cost of landscape maintenance, and maintenance of the paved surface areas of the Harbor Walkway in clean and orderly condition, liability insurance carried for the parties with respect to use and occupancy of the Harbor Walkway.

(b) With respect to the Access Road, the cost of all repair, reconstruction, right of way landscaping, maintenance of road surface, (excluding maintenance repair and replacement of any and all signage, security features or entrance way features serving only the Commercial Property or serving only the Residential Property and within the right of way of the Access Road) and costs and expense of liability insurance maintained by the Master Association in connection with use and occupancy of the Access Road.

(c) With respect to the Bulkhead portion of the Harbor Walkway, the cost and expense of the repair, replacement or reconstruction of the Bulkhead including maintenance and repair and replacement of Bulkhead lateral supports.

4.2 Shared Costs. The costs and expense of such maintenance shall be shared between owners of the Commercial Property, Marina Property and the Master Association for the first year of operation of the Master Association as follows:

	<u>Master Association</u>	<u>Owner of Commercial Property</u>	<u>Owner of Marina Property</u>
Commercial Access Road	50%	25%	25%
Residential Access Road	75%	0%	25%
Bulkhead	25%	25%	50%
Harbor Walkway	50%	15%	35%

The parties acknowledge and agree that the foregoing percentages represent the parties' estimates of their respective actual usage of the properties to be maintained. The Master Association, owners of the Commercial Property and owners of the Marina Property agree that each year prior to adopting the annual cost estimates for the maintenance of the Access Road, Bulkhead and Harbor Walkway, they shall review the percentages allocated for the prior year and if necessary, shall re-establish the percentage allocation provided in this Section 4.2 to reflect, as closely as possible, actual use of such facilities by the parties to this Agreement.